

O'CONNOR BERMAN DOTTS & BANES

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Attorneys for Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN MARIANA ISLANDS**

QIAN XIAOLI

Plaintiff,

vs.

GRACE INTERNATIONAL, INC.,

Defendant.

) **CIVIL CASE NO. 07-0017**

)

)

) **PRE-DISCOVERY**

) **DISCLOSURE STATEMENT**

)

) **(Pursuant to Fed.R.Civ.P.26(a)**

) **and Local Rule16.2CJ(d)**

)

) **Conference: May 18, 2007**

8:30 am

Comes now Plaintiff Qian Xiaoli, through undersigned counsel and pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure and D.N.M.I. Local Rule 16.2CJ(d), and hereby makes the following disclosures:

Disclosures Pursuant to Rule 26(a)(1)(A)(Persons With Discoverable Information):

At present, Plaintiff is aware of the following individuals who are likely to have discoverable information that she may use to support her claims:

- Qian Xiaoli (Plaintiff)
- The Following current or former employees of Grace International:
 - Kam Wing Tam (aka Ricky) (general manager)
 - Xu Yongxia (manager)
 - Li Yanxia (line supervisor)
 - Suan Mei
 - Zhao Yuting

Sun Xiaomei
Zhang Lijun
Chen Lina
Zhu Dongmei
Xu Lili
Li Xiuchun
Nian Guilan
Wang Jinyan
Liu Hongfen

The subject matter of the discoverable information is the circumstances of Plaintiff's employment at Grace, particularly with reference to her disability, Grace's response thereto, the non-renewal of her contract, and employment practices at Grace regarding renewal of contracts.

- The following medical personnel:

Tian Zhong Clinic personnel
Dr. Larry Hocog (Saipan Health Clinic)
Dr. Thomas Austin (CHC)
Dr. Vicharn Pimatukarnta (CHC)
Dana McFadden (CHC physical therapist)
Dr. Susan Fishman (Paradise Island Chiropractic)

The subject matter of the discoverable information is the nature and treatment of Plaintiff's disability.

Disclosures Pursuant to Rule 26(a)(1)(B) (Documents, Data and Tangible Things)

The following documents, data compilations, and tangible things are in the possession, custody or control of Plaintiff, that she may use to support her claims:

- medical bills and records
- paycheck stubs indicating wages paid to Plaintiff by Defendant

- letter of non-renewal to Plaintiff from Defendant

Disclosures Pursuant to Rule (a)(1)(C) (Computation of Damages)

Plaintiff claims for damages in approximately the following amount:

- back pay that Plaintiff would have earned from October 15, 2005, through May 28, 2007 (closure of Grace factory), had she not been wrongfully non-renewed: c. \$18,392.76, less mitigation of c. \$4416.00=c. \$13,976.76.
- back pay that Plaintiff would have earned in 2005 had Defendant made reasonable accommodation: c. \$1,238.26.
- interest on back pay
- compensatory damages for emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, etc., and punitive damages, as available under 42 U.S.C. § 1981a(b)(3): amount to be determined not to exceed applicable statutory maximum of \$100,000.

Disclosures Pursuant to Rule 26(a)(1)(D) (Insurance Agreement)

None.

Plaintiff will supplement these disclosures if and when further information becomes available.

Respectfully submitted this 5th day of May, 2007.

O'CONNOR BERMAN DOTTS & BANES
Attorneys for Plaintiff

By: /s/ _____
Joseph E. Horey

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